

The Sydney Morning Herald.

N . 5315.—VOL. XXXV.

WEDNESDAY, JUNE 21, 1854.

PRICE THREEPENCE.

SHIP ADVERTISEMENTS.

TOWAGE. — TOWAGE.—The S. and M. S. P. Company's fast and powerful steamer VICTORIA is now given to engagement for the purpose of moving vessels, towing them to sea, or into harbour, &c., any time during the day, except between 10 a.m. and 4 p.m. All vessels requiring her services are requested to hold the rendezvous without delay.

For a few tons of freight or passage, apply to MORRIS and CO., Albion Wharf, foot of Market-street; or to E. M. SAYERS, Fort Philip Wharf, 433, George-street.

Freight will be taken at reduced rates to insure dispatch.

FOR HOBART TOWN direct. — The fine fast sailing A1 brig NORTH STAR, 131 tons register, J. GOSTER, commander, will sail in a few days.

For freight or passage, apply to Mr. G. G. GLOSTER, 10, Gloucester-street; or at the Office of Michael Metcalf, Custom House Agent; and any communication left at either place will receive attention.

Commodores of vessels requiring to tow sea aresque to give notice thereof the previous day.

The steamer will proceed down the Harbour every morning at six o'clock for removing vessels. Any vessel requiring her services is requested to hold the telegraph flag at the port.

FREDERICK TERRY, Assistant Manager, A. S. N. Company's Office, 13th April, 1854.

STEAM TO WATSON'S BAY. — Twice a day, S. Alteration in Time. — The S. and M. S. Company's steamer VICTORIA will leave CAMPBELL'S WHARF at Watson's Bay, daily, at 10 o'clock, half past 4; returning from Watson's Bay at 10 and 5.

Fares either way, Saloon, £s. 6d.; Free Cabin, 1s. 6d.; children half-price.

JOHN BRIDGES, Secretary, Comptroller, are constantly running to and from the gate of Campbell's Wharf.

STEAM TO THE HUNTER. — The COLLAROY, to Morpeth, the Evening, at 5 p.m.

S. Alteration in Time. — The S. and M. S. Company's steamer VICTORIA will leave CAMPBELL'S WHARF at Watson's Bay, daily, at 10 o'clock, half past 4; returning from Watson's Bay at 10 and 5.

Fares either way, Saloon, £s. 6d.; Free Cabin, 1s. 6d.; children half-price.

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STEAM TO MELBOURNE. — Farce, Saloon, £s. 10/- Second Cabin, £s. 1; Freight, 2s. per ton. Passengers, £s. 10/- Second Cabin, £s. 1; Freight, 2s. per ton. And M. S. Company's powerful and fast steamship LONDON, W. WATTS, Commander, will be despatched to Melbourne, on Saturday next, the 22nd instant, at 3 p.m. Under a recent resolution of the Board of Trade, no vessel will be allowed after two o'clock on the day of departure. Horsecarries may be removed previous to embarkation. Drays, &c., can be taken. For freight or passage apply at the Company's Office, Campbell's Wharf, June 21.

JOHN BRIDGES, Secretary, Comptroller, are constantly running to and from the gate of Campbell's Wharf.

STEAM TO MORETON BAY. — The A. S. N. Company's iron steamer SHAMROCK, J. J. WARNER, commander, will be despatched as above THIS DAY, the 21st instant, at 3 p.m. FREDERICK TERRY, Assistant Manager, A. S. N. Company's Wharf, June 16.

STEAM TO MELBOURNE. — Farce, Saloon, £s. 10/- Second Cabin, £s. 1; Freight, 2s. per ton. Passengers, £s. 10/- Second Cabin, £s. 1; Freight, 2s. per ton. And M. S. Company's powerful and fast steamship LONDON, W. WATTS, Commander, will be despatched to Melbourne, on Saturday next, the 22nd instant, at 3 p.m. Under a recent resolution of the Board of Trade, no vessel will be allowed after two o'clock on the day of departure. Horsecarries may be removed previous to embarkation. Drays, &c., can be taken. For freight or passage apply at the Company's Office, Campbell's Wharf, June 21.

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THE INTER-COLONIAL STEAM SHIPPING COMPANY'S Steamers HIR JOHN HARVEY and PETTICRAVEN are now laid on for Melbourne, Geelong, Portland Bay, and Adelaide, for goods and passengers as regular traders, and will be ready to receive their cargoes and passengers when they will be able to afford the public weekly communication with the above ports.

Further information will be given on application to ANDREW WILSON, 474, George-street.

TEAM TO MELBOURNE and GEELONG. — The Inter-Colonial Steam Shipping Company's five screw steamer PETERCRAVEN is now laid on for Melbourne, Geelong, Portland Bay, and Adelaide, for goods and passengers as regular traders, and will be ready to receive their cargoes and passengers when they will be able to afford the public weekly communication with the above ports.

Further information will be given on application to ANDREW WILSON, 474, George-street.

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Mr. COWPER agreed that the papers should be printed, and thought the haste exhibited by Mr. Hargrave to call his seat was indecent. The question whether his return was legal and valid was argued, and time should be given for its full discussion. He contended that it was a question which could not be determined by an Election Committee, but which must be settled by the decision of the House. The question which struck him as most important in this matter was, whether any return to the writ issued by the Speaker had been made by the officer to whom that writ was addressed. They were informed that no such return had been made, but a return had been made by another returning officer, who, he said, was well known to that House and to the honorable the Speaker by the nomination of his appointment in the *Governor's Gazette*.

Mr. MARTIN: The observations of the honorable member for Durham (Mr. Cowper) only served to show that he was entirely ignorant of the provisions of the Electoral Act. He would find that it was quite competent for the Election Committee to take up every matter of disputed elections; he would further find that the Governor-General had not any power at any time to appoint a returning officer for any electoral district; but that the only way in which he could by law notify such appointment was through the *Governor's Gazette*.

The ATTORNEY-GENERAL argued that in taking the course they had adopted, the Executive Government had not acted unconstitutionally. All that had been done by the Executive was required to be done by the Act. Truly, the election had been from beginning to end a kind of Comedy of Errors, or Chapter of Accidents, but the Crown law officers were not to blame for it. The opinion of the Crown law officers was that the taking of the supplementary poll at Drayton had been given with some doubt and hesitation. But it was given, with the full belief that the whole matter must come before the Election Committee; and the main object he and his learned colleague had in giving that opinion was, that the whole matter should go completely, in all its phases, before the Election Committee.

The motion for the printing of the papers was then put and carried.

INTEMPERANCE.

Mr. COWPER, at the request of several members, postponed his motion for the appointment of select committees to inquire into the causes of intemperance in the colony, and the remedy for it, till this day.

Mr. COWPER moved "That an address be presented to the Governor-General, praying that his Excellency will be pleased to cause to be laid upon the table of this House a return of the number of cases of drunkenness dealt with at the sessions of Petty Sessions in the colony during the years 1851, 1852, &c. 2. A return showing the number of cases tried in the Supreme Court and Courts of Quarter Sessions during the years 1851, 1852, and 1853, so far as it can be ascertained, had their origin in the drunkenness of the parties. 3. A return of the applications made to the colonial government for permission to sell fermented or spirituous liquors, in quantities not less than two gallons, under the Act of Council 13 Vict., No. 29, showing the number of applications granted, and the number refused." 4. A return of the number of licensed public houses in each police district in the colony." Carried.

WATER POLICE OFFICE.

Mr. CAMPBELL moved "That an address be presented to the Governor-General, praying that his Excellency will be pleased to cause to be laid upon the table of this House a return showing the monthly number of complaints and convictions at the Water Police Office, from the 1st June, 1853, to the date of the return, of all cases for breach of articles of agreement entered into under the Imperial Colonial Acts—

whether committed under agreement signed in Great Britain, Foreign States, or these colonies, specifying all the sentences awarded, and what remissions, if any, have been granted, and the number of seamen under sentence at the date of the return." A similar return to this had been laid upon the table last year, but this objection was made that it was not possible to put the House in possession of an entire information with reference to the Water Police department.

He had been given to understand that an important measure of reform was about to be introduced by the Government, and he trusted that when it came on for consideration the House would devote their attention to it, and endeavour to make the law affecting seamen as just and as merciful as that affecting any other class of the community.

The present Water Police Act, besides being defective in itself, was too stringent, and in consequence of the severities perpetrated under it two men had actually jumped overboard and been drowned, rather than proceed to sea.

Mr. NICHOLS seconded the motion, which was put and carried.

ROAD TRUSTS.

Mr. COWPER moved "That an Address be presented to the Governor-General, praying that his Excellency will be pleased to cause to be laid upon the table of this House a copy of any correspondence which may have taken place between the Colonial Government and the Road Trusts, or Surveyors appointed to act under them, in reference to the working of the present system of keeping the main thoroughfares in repair." The hon. member characterised the whole system of road trusts as being inadequate to the wants of the colony, and, as an instance of its sluggishness, pointed out that many of the officers employed under it had comparatively nothing to do. The chief defect was this, that one gentleman filling the office of surveyor had actually refused to draw his salary for the simple reason that he had no duty to perform! He was too honourable and too conscientious to receive the public pay when he knew that his services did not warrant it. He had some hope that the production of the returns asked for would materially facilitate the labours of the Commissioners in their inquiries upon this most important subject.

Mr. FLOOD seconded the motion.

The COLONIAL SECRETARY had no objection to the granting of these returns, especially the correspondence. The information, when supplied, would not show the honourable member that, on one or two points, he was labouring under erroneous impressions. The gentleman alluded to had resigned in the usual way.

Mr. EGAN, in reply, said he was sorry the Government had not considered the conduct of the gentleman in question in the light of a reprobation.

The motion was then put and passed.

MASTERS AND SERVANTS BILL.

Mr. NICHOLS moved for leave to bring in a Bill to continue the Masters and Servants Act, 9th Victoria, No. 27, of 1845, and the Masters and Servants Act, 11th Victoria, No. 9, of 1847, for a period of two years.

Mr. EGAN seconded the motion, which was put and carried.

The Bill was ultimately read a first time, and ordered to be read a second time on Friday week.

SALE OF SPIRITS AT BOMBALA.

Mr. COWPER moved "That an Address be presented to the Governor-General, praying that his Excellency will cause to be laid upon the table of this House copies of all correspondence between the Government and the Bench of Magistrates at Bombala, respecting the withdrawal of the permission formerly granted for the sale of spirits in quantities not less than two gallons; and also, a copy of any opinion given by the Crown Law Officers on the same subject." The honourable member said that he did not apprehend any opposition to the motion, seeing that the returns asked for would afford the inhabitants a piece of information on a subject in which they had manifested a very general interest. It appeared that an application had been addressed to the Government by the Bench of Magistrates at Bombala relative to the revocation of the proclamation making that locality a place at which spirits might be sold, and no information with respect to the intentions of the Government had as yet been received by the inhabitants.

The COLONIAL SECRETARY had no objection to the motion, provided the latter part, calling for a copy of the opinion of the Crown Law Officers were expunged. It was not usual to ask for such documents, but if the other information were supplied, he did not think the honourable member would fall short of what he intended.

Mr. COWPER really did think that the hon. member, before calling for these returns, would have adduced something like a reason. Considering that the honourable member was a wine and spirit merchant himself, and that he might possibly have numerous connections in the way of business in the district of Bombala, he (Mr. Cowper) thought the honourable the Colonial Secretary should have paused before he put forward his motion.

The ATTORNEY-GENERAL rose to order. It appeared to him that the honourable member who spoke last had imputed motives which was contrary to one of their Standing Rules.

Mr. COWPER had no desire to impute motives to any one, but he did think that under the circumstances the honourable member would have shown better taste had he allowed any other member to make the motion.

With regard to the practice of licensing certain locali-

ties as places where liquor in limited quantities might be sold, he thought it was attended with very many serious evils, without affording the slightest good in compensation. He knew of his own knowledge, and the testimony of others, that the two-gallon stores—respectable inhabitants of the interior had to compete with those in Horrima, for instance, there were three of those storekeepers, and he was assured, upon good authority, that they sold more liquor and reaped larger profits than all the publicans in the neighbourhood. He did think, therefore, that the House should pause before it assented to the motion before it.

Mr. NICHOLS regretted the imputation which had been thrown on his hon. friend, the mover of the motion, that he was a man of no influence or representative of the district (Mr. N. Wright), and his friend in the community who found that the inhabitants desired it. He hoped the returns would be produced, as he had a slight idea that certain facts would be disclosed which would show that according to law, it was not in the power of Government to revoke a proclamation for selling spirits without the sanction of the Legislature. The proclamation had been issued at the instance of the plaintiff and defendant, and having been once issued in the proper form, was the fact and effect of a statute. Indeed, he could not imagine any greater injustice which could be inflicted on any class of the community than that of first granting them permission to sell spirits, and then, after a number of persons had embarked a great deal of capital in the business, to deprive them suddenly of the privilege. Nothing was more natural than that the people of Bombala should desire to know upon what ground their rights had been taken from them, and whether it was the intention of the Government to place them in a position of difficulty with the other classes of the community. He hoped that the opinion of the Crown law officers would be produced with the other documents.

Mr. HOLROYD supported the motion.

The plaintiff, a mechanical brewer from England first engaged with the defendant to superintend in the Australian Brewery, in December 1849, at a salary of £150 per annum. It was at one year to run when the contract declared upon, at £250 per annum was made. In June, 1853, Mr. Wright parted with his interest in this establishment to Mr. Clarke, the proprietor, without any intimation to the plaintiff of his intention to do this. The plaintiff, however, engaged with the defendant to superintend in the Australian Brewery, in December 1849, at a salary of £150 per annum. Of the term of his agreement to serve at this rate, there was yet one year to run when the contract declared upon, at £250 per annum was made. In June, 1853, Mr. Wright parted with his interest in this establishment to Mr. Clarke, the proprietor, without any intimation to the plaintiff of his intention to do this. 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SALES BY AUCTION.

MARTYN'S Horse and Carriage Bazaar, 240 Pitt-street. Regular Sale Days—Tuesdays and Fridays. All parties are invited to send their instructions to send written instructions previous to sale, stating brands, age, qualifications, and if with or without reserve.

WOLLONGONG HORSES.
From the Stud of Henry Osborne, Esq.

20 Head.

M.R.C. MARTYN has received instructions from Henry Osborne, Esq., to sell by auction at the Horse and Carriage Bazaar, 240 Pitt-street, on FRIDAY next, 23rd instant, at 11 o'clock, all his racing horses, heavy dray, light dray, gig, and carriage horses, and several useful hacks.

Honey Goods, French Perfumery, Portemoneaux, Mechanics

CHATTO and HUGHES have received instructions to sell by auction, at their Sale Rooms, 448, George-street, THIS DAY, the 21st instant, at eleven o'clock.

30 cases, comprising a large and varied assortment of fancy goods, advertising of:

Cases English toys
Ditto German ditto
Ditto French ditto
Elegant mounted portemoneaux
Turquoise comb
Toilet soap
Assorted hair brushes
Mounted walking canes and sticks
Eau de Cologne, &c., &c.

Terms at sale.

To Stationers,
Red and Black Inks.

CHATTO and HUGHES have received instructions to sell by auction, at their Sale Rooms, 448, George-street, on FRIDAY, the 23rd instant, at 11 o'clock.

6 cases assorted black and red inks

Terms at sale.

To Stationers,
Adhesive.

CHATTO and HUGHES have received instructions to sell by auction, at their Sale Rooms, 448, George-street, on FRIDAY, the 23rd instant, at 11 o'clock.

1 Case Best Parchment.

Important Sale of Paper.

To Stationers, Printers, Grocers, and others.

CHATTO and HUGHES have received instructions from the importers to sell by auction, at their Sale Rooms, 448, George-street, on FRIDAY, the 23rd instant, at 11 o'clock.

22 cases of the most serviceable and requisite papers, comprising:

Potting demy, colour, pale and deep buff, pink, red, green, blue,

Fine paper, 12, 15, 16, 17, and 21 lbs.

Fine royal ditto, 10 lbs.

New dress ditto, 10 lbs.

Handkerchief ditto, 25 lbs.

Imperial ditto, 40 lbs.

Elephant ditto, 60 lbs.

Royal and common ditto, 11, 12, 13, and 14 lbs.

Dog ditto, 10 lbs.

Pot and common tea ditto

Stone brocade ditto

Handkerchief ditto

Also

1 fine blue wove post paper

Ditto blue lead foilpost ditto

Ditto blue wove post ditto

Gold, green, &c., &c.

The above papers are now landing, and samples can be seen at the office of the auctioneers.

Terms at sale.

Damaged Stay, Metal, Litter, Linen, Wool Shirts and Hoods, Fur Cap, Boutis, Muffins, Sheetings, Serge Shirts, Ex Antiquos, New, master, from London.

On account of whom it may concern.

M.R.C. NEWTON will sell by auction, at his Rooms, on FRIDAY, 23rd instant, at half-past 10 o'clock; —

807—10 dresses French and white satin stays

222—33 mettine shirts

225—33 muslin lambwool hoods

211—11 lambwool hoods

217—squirrel and ermine mantillas, mohair caps, coronets, berettes, wool cap, cloche, cloche garters, hats, hooded veils, white, green, &c., &c.

283—28 pieces 8-4 wigs

280—23 ditto 4-8 grey shawls

244—25 ditto 4-8 grey shawls

564—23 dozen scarlet wavy shirts

Terms, cash.

A Wholesale Sale.

M.R.C. NEWTON has received instructions from the importers to sell by auction, at his Rooms, on FRIDAY, 23rd instant, at 10 o'clock, with any reserve, fifty-eight bales and cases of the undermentioned Goods.

The attendance of the trade particularly requested as the goods are of the most superb description, and as usual—without reserve.

Men's dark mohair trousers

Ditto cotton ditto

Ditto black and fancy cloth

Ditto black and fancy dove shooting coats

Ditto drab driving coats

Ditto grey driving coats

Ditto fancy ditto, in boxes

Ditto white draped

Ditto black draped

Ditto 2 x striped shirts

Ditto black and white striped shirts

Ditto black and white striped shirts

Ditto white muslin shirts

Ditto white muslin vests

Ditto imperial royal ribbon

Ditto white ribbons

Ditto lambwool hose

Ditto white socks

Ditto striped ditto

Ladies' hosiery in great variety

Ditto white wavy frills

Ladies' wool coats

Children's ditto

Ladies' fancy ditto

Rich black mantles and sautes

Ditto black mantles and sautes

A large assortment of table linen of the very first quality

Linen backstitch

Ditto towels

This part of goods must positively be sold whatever the price may be.

Terms at sale.

Delivered by sea.

Rough, Rough and Domestic.

M.R.C. NEWTON will sell by auction, at his Rooms, on FRIDAY, 23rd instant, at half-past 10 o'clock, on account of whom it may concern, ex Eliza Pult, from London.

11 cases of the undermentioned goods.—

LC

637 bales 53 pieces 30-51, grey domestics

640 ditto 55 ditto ditto

643 ditto 55 ditto ditto

647 ditto 55 ditto ditto

648 ditto 55 ditto ditto

649 ditto 55 ditto ditto

650 ditto 55 ditto ditto

651 ditto 55 ditto ditto

All more or less damaged by water.

Great and Important Un-used Sale.

Four Hundred and Sixty-four Boxes and Cases of Choice Winter Goods.

M.R.C. NEWTON has received instructions to sell by auction, at his New Stores, Pitt-street, on FRIDAY next, 23rd instant, at 11 o'clock.

W.P. 11—12 half-sheets wavy

13—15 festoon

14—74 ditto

15—66 ditto

17—70 ditto

Terms, cash.

Louis and Miriam.

Clopper Brig. A. 13, 20 cent Register.

MRS. W. DEAN and Co. have been favoured with instructions to sell by auction, at the Australian Auction Mart, Pitt-street, on FRIDAY, the 21st, at 11 o'clock.

The above are very slightly damaged, but were not

removed in time to be included in the last of the Aurora's sale.

Terms at sale.

WEDESDAY, June 21.

MRS. W. DEAN and Co. have received instructions to sell by auction at the Australian Auction Mart, THIS DAY, to-morrow, 21st of June, at 11 o'clock.

53 cases assorted fancy biscuits, in tins.

Terms at sale.

Louis and Miriam.

Clipper Brig. A. 13, 20 cent Register.

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